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SECOND AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS

FLEETWOOD, SECTION FIVE (5)

Y525904
06/08/05 300634382

fee
\$212.00

STATE OF TEXAS §
COUNTY OF HARRIS § KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, that certain Declaration of Covenants, Conditions, Easements and Restrictions FLEETWOOD, SECTION FIVE (5) (the "Original Declaration"), a re-plat of Reserve "E" of FLEETWOOD, SECTION Four (4), said re-plat being filed for record under File No. F327704, recorded in Volume 258, Page 133, of the Map records of Harris County, Texas; by instrument dated October 10, 1977, which was recorded on October 20, 1977, and is on file and of record in the office of the County Clerk of Harris County, Texas, under File No. F341486, Film Code 178-08-2190 et seq.;

WHEREAS, said Original Declaration was amended by the filing of an Amendment to Declaration of Covenants, Conditions, Easements and Restrictions, Fleetwood, Section Five on February 2, 1978 (the "First Amendment"), said amendment being filed of record in the office of the county Clerk of Harris County, Texas, under File No. F467557, Film Code 186-14-1643 et seq.;

WHEREAS, said FLEETWOOD, SECTION FIVE (5) is additionally encumbered with that Certain Acceptance of Fleetwood, Section Five, by Fleetwood Community Improvement Association, Inc. (the "Acceptance"), which Acceptance is on file and of record under Harris County Clerk's File No. F467558, Film Code 186-14-1652 et seq.;

WHEREAS, the Original Declaration and the First Amendment are hereinafter referred to collectively as the "Declaration";

WHEREAS, the Original Declaration is hereinafter referred to as the "Declaration"; and

WHEREAS, in accordance with the provisions of Paragraph 24 of the Declaration it may be amended as therein provided.

NOW, THEREFORE, the undersigned, being not less than seventy-five percent (75%) of the lot owners in FLEETWOOD, SECTION FIVE (5), do hereby agree to amend, and do hereby amend the Declaration, as follows:

RECORDED

That portion of Paragraph 19, entitled "Maintenance Fund" which reads as follows, is hereby deleted in its entirety:

"Such maintenance charge may be adjusted by the Association Inc. from year to year as the needs of the property may, in its judgment, require, but in no event shall such maintenance fund exceed Four Hundred (\$400.00) dollars per lot per year. The maintenance charge shall remain effective until May 31, 1997, and shall automatically be extended thereafter for successive periods of ten (10) years; provided, however, that the owners of the majority of the lots may revoke such maintenance charge on either May 31, 1997, or at the end of any successive ten (10) year period thereafter by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the Office of the County Clerk of Harris County, Texas, at any time prior to May 31, 1997, or at any time, prior to the expiration of any successive ten (10) year period thereafter."

And shall be replaced with the following:

"Such maintenance charge may be adjusted by Fleetwood Property Owners Association, Inc. (successor to Fleetwood Community Improvement Association, Inc.) (the "Association"), from year to year as the needs of the property may in its judgment require, provided however, that the maintenance charge assessed for the year 2005, which shall be due on January 1, 2005, shall not exceed Three Hundred Seventy-Five and NO/100 Dollars (\$375.00) per lot. The amount of the maintenance charge shall be levied at the sole discretion of the Board of Directors of the Association. The Board of Directors shall determine the sufficiency or insufficiency of the then current maintenance charge to reasonably meet the expenses for providing services and capital improvements in Fleetwood Section 1, Section 2, Section III, Section Three (3), Section Five (5) and Section Six (6), inclusive, all subdivisions in Harris County, Texas, and may, in its sole discretion, beginning for the year 2006, increase the annual maintenance charge in an amount up to five percent (5%) over the previous year's annual maintenance charge. The annual maintenance charge shall not be adjusted more than once in a calendar year nor shall any increase be construed to take effect retroactively. Any such increase not levied annually may not be accumulated."

That portion of Paragraph 23, entitled "Amendment to the Above Restrictions" which reads as follows, is hereby deleted in its entirety:

"This declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%)

percent of the lot owners, and thereafter by an instrument signed by not less that seventy-five (75%) percent of the lot owners."

And shall be replaced with the following:

"This declaration may be amended by an instrument signed by at least one of the owners of not less than seventy-five percent (75%) of the lots contained within FLEETWOOD, SECTION FIVE (5), Subdivision."

A new Paragraph 24, entitled "Special Assessment" shall be added as follows:

"In addition to the annual maintenance charge, the Association may levy a Special Assessment, which shall be uniformly assessed against all lots within the Association subject to such Special Assessment, for defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital type improvement, in the common areas of the subdivision or any other special need that is not included within the normal operating budget of the Association. The Special Assessment shall be levied at the sole discretion of the Board of Directors of the Association, however, in order for any Special Assessment to be imposed, the Association shall give written notice to the owners of each lot at their last known mailing address and, before the Special Assessment can become effective, it must be approved, in writing, by at least one owner of not less than two-thirds (2/3) of the lots within the Association subject to such Special Assessment."

The Declaration, except as expressly amended hereby, shall remain in full force and effect, and is hereby ratified and confirmed.

Notwithstanding anything contained herein to the contrary, this Second Amendment of Restrictions, FLEETWOOD, SECTION FIVE (5) (the "Second Amendment") shall not be recorded nor become effective unless and until a similar amendment is approved by not less than seventy-five percent (75%) of the lot owners in each of Fleetwood Section 1, Section III, Section Three (3), Section Five (5) and Section Six (6), all Fleetwood Subdivisions (the "Contingent Approval") and all are recorded and become effective at the same time. In the event the Contingent Approval is not achieved, this Second Amendment shall not be recorded and shall be of no force and effect. In the further event this Second Amendment is recorded before January 1, 2006, but after the Board of Directors of the Association has already established the annual maintenance charge for 2005, the Board of Directors of the Association is authorized to change the maintenance charge for 2005, up to the maximum as herein provided, and is authorized to submit a supplemental bill to each lot owner for the difference

The undersigned owners of the property in FLEETWOOD SECTION FIVE (5) Subdivision, described below, approve the foregoing amendments as set out therein.

Legal Description: **Section: 5, Block: 3, Lot: 20**

Street Address: **1003 Ivy Wall Drive
Houston, Harris County, Texas 77079**

(140)

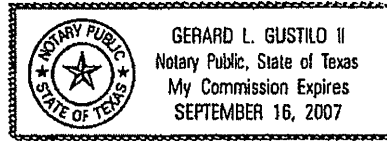
Owners Names: Linda Wexler
Linda Wexler

9-27-04
DATE

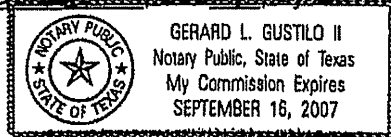
[Handwritten signature]

DATE

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

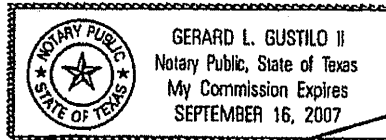


This instrument was acknowledged before me on the 27th day of September, 2004, by Linda Wexler.



[Signature]
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF HARRIS §



This instrument was acknowledged before me on the 27th day of September, 2004, by _____.

[Signature]
Notary Public, State of Texas

11-03-05-1634

1467557

940437 • F 467557 LST A PD 27.00

186-14-1643

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS

FLEETWOOD, SECTION FIVE

STATE OF TEXAS §
COUNTY OF HARRIS § KNOW ALL MEN BY THESE PRESENTS:

THAT VPJ ASSOCIATES, a Texas General Partnership, hereinafter referred to as "VPJ", acting herein through its duly authorized partners, being the owner of FLEETWOOD, SECTION FIVE, a re-plat of Reserve E of FLEETWOOD, SECTION FOUR, said re-plat being recorded in Volume 258, page 133, Harris County Map Records, having heretofore adopted and established certain Reservations, Restrictions, Agreements, Covenants and Easements applicable to FLEETWOOD, SECTION FIVE, by instrument dated October 10, 1977, filed for record in the office of the County Clerk of Harris County, Texas, under File No. 341486, (said instrument being hereinafter called "Declaration") for the purposes set forth in said Declaration, does hereby amend said Declaration as follows:

Section 19 "MAINTENANCE FUND" of said "Declaration" as originally written is hereby revoked, completely deleted, and a new Section 19 is hereby adopted and established as a substitute therefor the same as if same had originally constituted a part of said "Declaration" as originally adopted and recorded, said Section 19 as hereby amended to hereafter be and read as follows:

"19. MAINTENANCE FUND "

- (1) Each lot shall be subject to an annual maintenance charge of not less than One Hundred Dollars (\$100.00) per lot for the purpose of use as a Maintenance Fund, and which maintenance fund charge shall be paid by the owner of each lot in conjunction with like charges to be paid by all other lot owners. Such maintenance charge shall be payable in advance to the "Association" as herein defined, commencing with date of commencement of construction on such lot or the date of conveyance of such lot by VPJ, its successors or assigns,

File by

Plat for Unit 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

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185-14-1644

whichever is the earlier date, the first payment to be proportionate to the remaining portion of the year, and thereafter in advance on the 1st of each year, and to secure the payment of such maintenance charge a vendor's lien is hereby retained against the above described property in favor of the Association, its successors and assigns, to secure the full and final payment of such maintenance charge. All past due maintenance charges shall bear interest from their due date at 7% per annum until paid. Appropriate recitations with respect to such maintenance fund and the reservation of the vendor's lien may be included in each contract of sale and/or deed executed and delivered by VPS with respect to each lot, but shall be binding on the lot whether so recited or not. The maintenance fund shall be applied, insofar as it may be sufficient, toward the payment for maintenance or installation of streets, alleyways, paths, parks, parkways, cul-de-sacs, esplanades, vacant lots, lighting, fogging, employing policemen and workmen, and any other thing necessary or desirable in the opinion of the Association to maintain or improve the property, or which it considers to be of general benefit to the owners or occupants of the property covered by these restrictions, it being understood that the judgment of the Association in the expenditure of said fund shall be final as long as said judgment is exercised in good faith. Such maintenance charge may be adjusted by the Association from year to year as the needs of the property may, in its judgment, require, but in no event shall such maintenance fund exceed Four Hundred Dollars (\$400.00) per lot per year. The maintenance charge shall remain effective until May 31, 1997, and shall automatically be extended thereafter for successive periods of ten (10) years; provided, however, that the owners of the majority of the lots may revoke such maintenance charge on either May 31, 1997, or at the end of any successive ten (10) year period thereafter by executing and acknowledging an appropriate

186-14-1645

agreement or agreements in writing for such purpose and filing the same for record in the office of the County Clerk of Harris County, Texas, at any time prior to May 31, 1997, or at any time, prior to the expiration of any successive ten (10) year period thereafter.

(2) The term "Association" as used herein shall be defined to mean and refer to FLEETWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC., a Texas non-profit corporation, conditioned, however, that before this designation becomes effective, the said FLEETWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC., shall, by instrument duly authorized by its Board of Directors and members, execute an instrument in writing declaring that said corporation accepts the duties and responsibilities of administering the Maintenance Fund as to Fleetwood, Section Five (5), and agreeing and providing that so long as said corporation continues to perform such function, all owners of lots in Fleetwood, Section Five (5), shall be members of said Association upon and subject to all the terms and provisions of membership applicable to owners of lots in Fleetwood, Section One (1). Unless said corporation executes such document, authorized as aforesaid, on or before the 30 day of January, 1978, or if, having executed such document the said corporation should thereafter at any time refuse further to perform the duties, responsibilities and obligations of administration of such Maintenance Fund as to Fleetwood, Section Five (5), then the owners of a majority of the lots in Fleetwood, Section Five (5) (one vote being allocated for each building site) organize their own association to administer such Maintenance Fund, the association to be either an unincorporated voluntary association or a non-profit corporation, and thereafter such association shall be entitled to and shall have all the rights, titles and powers of the Association, and shall, in all respects, be and constitute the Association contemplated hereby. In any event no entity performing the duties, responsibilities and obligations of administering the Maintenance

186-14-1646

Fund shall be authorized to levy any membership fee, charge, or assessment except as herein expressly authorized."

EXECUTED this 4th day of January, A.D., 1978.

VPJ ASSOCIATES
BY Vernon G. Burke
VERNON G. BURKE
BY James M. Hill, Jr.
JAMES M. HILL, JR.
BY J. R. Brodnax, Jr.
J. R. BRODNAX, JR.
BY Perrin W. White
PERRIN W. WHITE

RECORDER'S MEMORANDUM:
At the time of recording, the instrument was found to be readable in the best photographic reproduction because of illegibility, carbon or other ink, stamped over, etc. All blank, ink, additions and changes were listed at the time the instrument was filed and recorded.

STATE OF TEXAS X
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared VERNON G. BURKE, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4th day of January, A.D., 1978.

Courts Martin
Notary Public in and for
Harris County, Texas

STATE OF TEXAS I
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared JAMES M. HILL, JR., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4th day of January, A.D., 1978.

Branda Ell
Notary Public in and for
Harris County, Texas

STATE OF TEXAS I
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared J. R. BRODNAX, JR., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4th day of January, A.D., 1978.

Branda Ell
Notary Public in and for
Harris County, Texas

186-14-1647

STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared PERRIN W. WHITE, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed; and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4th day of January, A.D., 1978.

Frederic E. Ell
Notary Public in and for
Harris County, Texas.

RECORDER'S MEMORANDUM

At the time of recording, the instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, colored paper, etc. All black-inks, additions and changes were present at the time the instrument was filed and recorded.

186-14-1648

RATIFICATION OF AMENDMENT OF
DECLARATION OF COVENANTS, CONDITIONS
EASEMENTS AND RESTRICTIONS

STATE OF TEXAS §
COUNTY OF HARRIS § KNOW ALL MEN BY THESE PRESENTS:

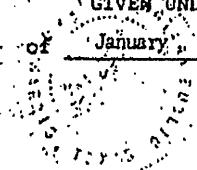
That ALLIED BANK OF TEXAS, Beneficiary named in a certain deed of trust executed by VPJ ASSOCIATES under date of July 29, 1977, covering and conveying all of Reserve "E" of FLEETWOOD, SECTION FOUR in Harris County, Texas, does hereby consent as Mortgagee to the adoption by VPJ ASSOCIATES of the above and foregoing amendment.

ALLIED BANK OF TEXAS
BY *E. R. Covell*
E. R. Covell, Senior Vice President

STATE OF TEXAS §
STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared E. R. Covell, Senior Vice President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of ALLIED BANK OF TEXAS, a banking institution, and that he executed the same as the act of such Bank for the purposes and consideration therein expressed and in the capacity therein stated..

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day
of January, A.D., 1978.



Margaret R. ...
Notary Public in and for
Harris County, Texas

186-14-1649

RATIFICATION OF AMENDMENT OF
DECLARATION OF COVENANTS, CONDITIONS
EASEMENTS AND RESTRICTIONS

STATE OF TEXAS §
COUNTY OF HARRIS § KNOW ALL MEN BY THESE PRESENTS:

The undersigned, having each purchased lots in FLEETWOOD, SECTION FIVE, according to the plat thereof recorded Volume 258, page 133, Harris County Map Records, does each hereby ratify and consent to the above, and foregoing Amendment of Declaration of Covenants, Conditions, Easements and Restrictions executed by VPJ ASSOCIATES.

EXECUTED this 23rd day of January, 1978.

AFFILIATED HOMES, INC.
BY Henry C. Thompson
VALLONE CONSTRUCTION CO., INC.
BY _____

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared HENRY C. THOMPSON, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of AFFILIATED HOMES, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23rd day of January, A.D. 1978.

Julius S. [Signature]
Notary Public in and for
Harris County, Texas

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of VALLONE CONSTRUCTION CO., INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, A.D. 197_____.

Notary Public in and for
Harris County, Texas

186-14-1650

RATIFICATION OF AMENDMENT OF
DECLARATION OF COVENANTS, CONDITIONS
EASEMENTS AND RESTRICTIONS

STATE OF TEXAS §
COUNTY OF HARRIS § KNOW ALL MEN BY THESE PRESENTS:

The undersigned, having each purchased lots in FLEETWOOD, SECTION FIVE, according to the plat thereof recorded Volume 258, page 133, Harris County Map Records, does each hereby ratify and consent to the above and foregoing Amendment of Declaration of Covenants, Conditions, Easements and Restrictions executed by VPJ ASSOCIATES.

EXECUTED this 27 day of January, 1978.

AFFILIATED HOMES, INC.

BY [Signature]
VALLONE CONSTRUCTION CO., INC.

BY [Signature]

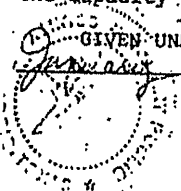
RECORDER'S MEMORANDUM

At the time of registration, the instrument was found in its entirety to be the best photostatic reproduction because of illegibility, certain of which may be corrected by the recorder. The date, notation and changes were printed at the time the instrument was first and recorded.

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared N. G. Vallone, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of AFFILIATED HOMES, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27th day of January, A.D. 1978. FEB 05 1978



NOTARY PUBLIC IN AND FOR HARRIS COUNTY, TEXAS

Notary Public in and for Harris County, Texas

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared [Signature], known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of VALLONE CONSTRUCTION CO., INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ___ day of ___, A.D. 197__.

Notary Public in and for Harris County, Texas.

ACCEPTANCE OF FLEETWOOD, SECTION FIVE, Y
FLEETWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC.

STATE OF TEXAS S
COUNTY OF HARRIS S

WHEREAS, by instrument dated October 10, 1977, filed for record in the office of the County Clerk of Harris County, Texas under File No. F341486, Film Code 178-08-2190, et seq., VPT ASSOCIATES, a Texas general partnership, did execute and adopt a certain "Declaration of Covenants, Conditions, Easements and Restrictions" (hereinafter referred to as "Declaration") for FLEETWOOD, SECTION FIVE, a re-plat of Reserve "E" of FLEETWOOD, SECTION FOUR, said re-plat being recorded Volume 258, page 133, Map Records of Harris County, Texas; and

WHEREAS, said "Declaration" provides for certain powers, duties, and responsibilities for an Association, and specifically in Section 19(2) thereof contains the following provisions, to-wit:

(2) The term "Association" as used herein shall be defined to mean and refer to FLEETWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC., a Texas non-profit corporation, conditioned, however, that before this designation becomes effective, the said FLEETWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC. shall, by instrument duly authorized by its Board of Directors and members, execute an instrument in writing declaring that said corporation accepts the duties and responsibilities of administering the Maintenance Fund as to Fleetwood, Section Five (5), and agreeing and providing that so long as said corporation continues to perform such function, all owners of lots in Fleetwood, Section Five (5), shall be members of said Association upon and subject to all the terms and provisions of membership applicable to owners of lots in Fleetwood, Section One (1).

and

WHEREAS, FLEETWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC. desires to accept all the duties and responsibilities as above provided, and said FLEETWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC. has been authorized and directed by its Board of Directors to execute an instrument as provided in the said "Declaration."

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That FLEETWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC. acting herein by and through its officers hereunto duly authorized by its Board of Directors, in consideration of the premises, does hereby accept all the duties and responsibilities of administering the Maintenance Fund as to FLEETWOOD, SECTION FIVE (5), as

186-14-1653

Provided in said "Declaration", and does hereby agree and provide that so long as FLEETWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC. continues to perform such function, all owners of lots in FLEETWOOD, SECTION FIVE (5), shall be members of the said FLEETWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC. upon and subject to all the terms and provisions of membership applicable to owners of lots in FLEETWOOD, SECTION ONE (1).

EXECUTED this 27th day of January, A.D., 1978:

FLEETWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC.

A T T E S T:

Almond J. Harker
Secretary

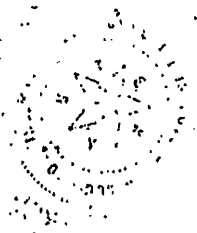
BY W. Philip Conway
President

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared W. PHILIP CONWAY PRESIDENT, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of FLEETWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC., a corporation, and that he executed the same as the act of such corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27th day of January, A.D., 1978.

Lawrence S. Morris
Notary Public in and for
Harris County, Texas



Handwritten notes:
Rd to Court. See. Feb.
PO Box 2112
Feb 1, 1978

Handwritten: 1341456

1341456

DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS

178-08-2193

STATE OF TEXAS 5
COUNTY OF HARRIS 5

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, VPJ ASSOCIATES, a Texas General Partnership, herein-
after referred to as "VPJ", acting herein through its duly authorized
Partners, is the owner of that certain subdivision of 25.1287 acres
in the Joel Wheaton Survey, Abstract No. 80, in Harris County, Texas,
known as FLEETWOOD, SECTION FIVE (5), and being a re-plat of Reserve
E of FLEETWOOD, SECTION FOUR (4), said re-plat being filed for record
under File No. F 327704 in the office of the County Clerk of Har-
ris County, Texas; and

WHEREAS, VPJ desires to create and carry out a uniform plan for
the improvement, development and sale of all of FLEETWOOD, SECTION
FIVE (5), for the benefit of the present and future owners of said
lots,

Handwritten: 2.7.92
ji

NOW, THEREFORE, VPJ as Owner does hereby adopt and establish the
following reservations, restrictions, agreements, covenants and ease-
ments to apply uniformly to the use and occupancy of all of the lots
in FLEETWOOD, SECTION FIVE (5), and each contract or deed which may
be hereafter executed with regard to any of the lots in said FLEET-
WOOD, SECTION FIVE (5), shall conclusively be held to have been exe-
cuted and delivered subject to the following reservations, restric-
tions, covenants and easements (all of which shall be deemed to be
covenants running with the title to the land), regardless of whether
or not said reservations, restrictions, covenants and easements are
set out in full or by reference in such contract or deed.

1. LAND USE AND BUILDING TYPE

Said lots shall be used for single-family residence purposes
only, and no building shall be erected, altered, placed or permitted
to remain on any lot other than one single-family dwelling not to
exceed two stories in height and a private garage for not more than

RETURN TO:
CARL LEE & FISHER
P. O. BOX 2712
HOUSTON, TEXAS 77002

ANY PROVISIONS HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
The above is a full, true and correct photographic copy of the original record
now in my lawful custody and possession, as the same is recorded in the
District Public Records of Real Property in my office and preserved
on Microfilm and having Microfilm Identification Number as stamped
thereon, I hereby certify as

OCT 13 1992



AMITA BODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By _____
Deputy

SHIRLEY A. NUGENT

three cars and bona fide servants' quarters which structures shall not exceed the main dwelling in height or number of stories, and which structure may be occupied only by a member of the family occupying the main residence on the building site or by domestic servants employed on the premises.

2. ARCHITECTURAL CONTROL

No building or improvements of any character shall be erected or placed, or the erection begun, or changes made in the design thereof after original construction, on any lot until the construction plans and specifications and a plot plan showing the location of the structure or improvements has been submitted to and approved by the Architectural Control Committee consisting of Ferrin W. White, James H. Hill, Jr., and J. R. Brodnax, Jr., their successors or assigns, as to quality of material, harmony of external design with existing and proposed structures and as to location with respect to topography and finish grade elevation. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its representative shall be entitled to any compensation for service performed pursuant to this covenant. In the event the Committee fails to approve or disapprove within thirty (30) days after the receipt of the required documents, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in building area and location in instances where, in their judgment, such deviation will result in a more commonly beneficial use. Such approval must be granted in writing and, when given, will become a part of these restrictions. The Committee hereby agrees to assign its rights to approve or disapprove plans and specifications, location of structures, construction contracts and all other documents or approvals required to be submitted to it to the Association (as hereinafter defined) when One Hundred Per Cent (100%) of all the lots in FLEETWOOD, SECTION FIVE (5), are occupied by residents.

-2-

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THE STATE OF TEXAS
COUNTY OF HARRIS
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COUNTY CLERK
HARRIS COUNTY, TEXAS

Deputy

SHIRLEY A. NUGENT



3. MINIMUM SQUARE FOOTAGE WITHIN IMPROVEMENTS

The livable area of each main residential structure, exclusive of open or screened porches, stoops, open terraces, garages or detached servants quarters, shall not be less than two thousand (2000) square feet, for a one story house, nor less than twenty-four hundred (2400) square feet for a house of more than one story.

4. LOCATION OF THE IMPROVEMENTS UPON THE LOT

No building shall be located on any lot nearer to the front lot line or nearer to the side street lot line than the minimum building setback lines shown on the recorded plat, nor, where shown on the plat, nearer the rear lot line than the building line shown on the plat. In any event, no building shall be located on any residential building plot nearer than twenty (20) feet to the front lot line, nor nearer than ten (10) feet to any side street line, nor nearer than ten (10) feet to the rear lot line, nor three (3) feet to any side lot line, except that a three (3) foot side yard shall be required for garage or other permitted accessory building located fifty (50) feet or more from the minimum building setback line. All residential structures shall front on the street on which the lot has the smallest frontage. Entry of garage from side street shall be permitted on corner lots. No fence, wall, hedge, pergola or other detached structure shall be erected, grown or maintained on any part of any lot forward of the front or side building line of any corner lot on side facing street, and no chain link fences shall be erected on any properties whatsoever located in FLEETWOOD, SECTION FIVE (5). Any wall, fence or hedge erected as a protective screening on a lot by VPJ or any successor shall pass ownership with title to property, and it shall be owner's responsibility to maintain such protective screening thereafter. No structure shall be erected on any easement except with consent, in writing, of the Architectural Control Committee, if it determines that encroachment will not materially affect the easement.

-3-

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COUNTY CLERK
HARRIS COUNTY, TEXAS

By 
Deputy

SHIRLEY A. NUGENT



5. COMPOSITE BUILDING SITE

Lots may be re-subdivided into building sites comprised of a part of one or more lots as platted, PROVIDED that no dwelling shall be erected or placed upon any building site containing less than five thousand five hundred (5500) square feet in area or having a width of less than fifty-five (55) feet at the front building set-back line on the recorded plat of said subdivision.

6. UTILITY EASEMENTS

Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat and no structure shall be erected upon any of said easements. Neither VPJ or any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants to shrubbery, trees, flowers or improvements of the owner located on the land covered by said easements.

7. PROHIBITION OF OFFENSIVE ACTIVITIES

No activity, whether for profit or not, shall be carried on on any lot which is not related to single family residential purposes except as herein referred to. No noxious or offensive activity shall be permitted upon any lot, nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood. VPJ, or its assigns, may maintain as long as it owns property in FLEETWOOD, SECTION FIVE (5), in or upon such portions of the property as VPJ determines, such facilities as in its sole discretion may be necessary or convenient, including, but without limitation, offices, storage areas and signs.

8. USE OF TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, barn, garage or other out-building (except for living quarters contained therein for bona fide servants of occupants of the main residence), shall be used on any lot at any time as a residence either temporarily or permanently.

9. SIGNS

No signs of any kind shall be displayed to the public view on

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ANNA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By _____
Deputy

SHIRLEY A. NUGENT

any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction or sales period. VPJ or its assignees, will have the right to remove any such sign exceeding the five square feet which is placed on said lot, and in so doing shall not be subject to any liability for trespass or other tort in connection therewith or arising with such removal.

10. STORAGE OF AUTOMOBILES, BOATS, TRAILERS AND OTHER VEHICLES

No boat trailers, boats, travel trailers, inoperative automobiles, campers or vehicles of any kind are to be semi-permanently or permanently stored in the public street right-of-way or on driveways. Permanent and semi-permanent storage of such items and vehicles must be screened from public view, either within the garage or behind the fence which encloses the rear of the lot.

11. OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

12. ANIMAL HUSBANDRY

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that no more than two (2) dogs, house cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

13. GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. No incinerator shall be used or installed without consent of the Architectural Control Committee, and except as permitted by law, and any such incinerator or other equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition.

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14. VISUAL OBSTRUCTIONS AT THE INTERSECTION
OF PUBLIC STREETS

No object or thing which obstructs site lines at elevations between two (2) feet and six (6) feet above the roadways within the triangular area formed by the intersecting street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines or extensions thereof shall

15. LOT MAINTENANCE

The owners or occupants of all lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn anything (except as permitted by law). The drying of clothes in full public view is prohibited and the owners or occupants of any lots at the intersections of streets or other facilities where the rear yard or portion of the lot is visible to full public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family. In the event of default on the part of the owner or the occupant of any lot in observing the above requirements or any of them, such default continuing after ten (10) days' written notice thereof, VPJ or its assigns or the Association shall, without liability to the owner or occupant in trespass or otherwise, enter upon said lot and cut or cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place said lot in a neat, attractive, healthful and sanitary condition, and may charge the owner or occupant of such lot for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof.

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16. ROOFING MATERIAL

The roof of any building shall be constructed or covered with wood shingles. Any other type roofing material shall be permitted only at the sole discretion of the Architectural Control Committee upon written request.

17. MAXIMUM HEIGHT OF ANTENNAE

No radio or television aerial wires or antennae shall be maintained on any portion of any residential lot unless hidden from outside view, and no radio or television aerial wires or antennae shall be placed or maintained on the outside of any building nor shall any free standing antennae of any style be permitted. All radio or television aerial wires or antennae must be built within the main structure and not visible from outside of such structure.

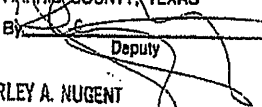
18. UNDERGROUND ELECTRIC SERVICE AND EASEMENTS

An underground electric distribution system will be installed in Fleetwood, Section Five (5) which is hereby designated herein as an Underground Residential Subdivision, which underground service area embraces all of the lots which are platted in Fleetwood, Section Five (5) and all are hereby subjected to the terms and provisions of that certain agreement between Houston Lighting & Power Co. as "Company" and VPJ as "Developer". The owner of each lot or site containing a single dwelling unit shall, at his or its own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of electric company's metering at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric Company at a point designated by such Company at the property line of each lot. The electric Company furnishing service shall make the necessary connections at said point of attachment and at the meter. VPJ has either by designation on the plat of the Subdivision or by separate instrument granted necessary easements to the electric Company providing

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for the installation, maintenance and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each homeowner's owned and installed service wires. In addition, the owner of each lot or site containing a single dwelling unit shall, at his or its own cost, furnish, install, own and maintain a meter loop (in accordance with the then current Standards and Specifications of the electric company furnishing service) for the location and installation of the meter of such electric Company for each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein to be underground, uniform in character and exclusively of the type known as single phase, 240/120 volt, three wire, 60 cycle, alternating current.

The electric Company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to VPI (except for certain conduits, where applicable, and except as may be therein provided) upon VPI's representation that the Underground Residential Subdivision is being developed for single family residential dwelling units, homes, all of which are to be wired so as to provide for separate metering to each dwelling unit.

19. MAINTENANCE FUND

(1) Each lot shall be subject to an annual maintenance charge of not less than One Hundred Dollars (\$100.00) per lot for the purpose of use as a Maintenance Fund, and which maintenance fund charge shall be paid by the owner of each lot in conjunction with like charges to be paid by all other lot owners. Such maintenance charge shall be payable annually to the "Association" as herein defined, in advance of January 1 of each year, commencing with January 1 next following the date of conveyance of such lot by VPI, its successors or assigns, and to secure the payment of such maintenance charge a vendor's lien is

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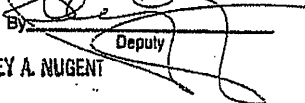
hereby retained against the above described property in favor of the Association, its successors and assigns, to secure the full and final payment of such maintenance charge. All past due maintenance charges shall bear interest from their due date at 7% per annum until paid. Appropriate recitations with respect to such maintenance fund and the reservation of the vendor's lien may be included in each contract of sale and/or deed executed and delivered by VPJ with respect to each lot, but shall be binding on the lot whether so recited or not. The maintenance fund shall be applied, insofar as it may be sufficient, toward the payment for maintenance or installation of streets, alleyways, paths, parks, parkways, cul-de-sacs, esplanades, vacant lots, lighting, fogging, employing policemen and workmen, and any other thing necessary or desirable in the opinion of the Association to maintain or improve the property, or which it considers to be of general-benefit to the owners or occupants of the property covered by these restrictions, it being understood that the judgment of the Association in the expenditure of said fund shall be final as long as said judgment is exercised in good faith. Such maintenance charge may be adjusted by the Association from year to year as the needs of the property may, in its judgment, require, but in no event shall such maintenance fund exceed Two Hundred Fifty Dollars (\$250.00) per lot per year. The maintenance charge shall remain effective until May 31, 1997, and shall automatically be extended thereafter for successive periods of ten (10) years; provided, however, that the owners of the majority of the lots may revoke such maintenance charge on either May 31, 1997, or at the end of any successive ten (10) year period thereafter by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the office of the County Clerk of Harris County, Texas, at any time prior to May 31, 1997, or at any time, prior to the expiration of any successive ten (10) year period thereafter.

(2) The term "Association" as used herein shall be defined to mean and refer to FLEETWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC., a Texas non-profit corporation, conditioned, however, that before this designation

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By  Deputy
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becomes effective, the said FLEETWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC., shall, by instrument duly authorized by its Board of Directors and members, execute an instrument in writing declaring that said corporation accepts the duties and responsibilities of administering the Maintenance Fund as to Fleetwood, Section Five (5), and agreeing and providing that so long as said corporation continues to perform such function, all owners of lots in Fleetwood, Section Five (5), shall be members of said Association upon and subject to all the terms and provisions of membership applicable to owners of lots in Fleetwood, Section One (1). Unless said corporation executes such document, authorized as aforesaid, on or before the 2 day of January, 1978, or if, having executed such document the said corporation should thereafter at any time refuse further to perform the duties, responsibilities and obligations of administration of such Maintenance Fund as to Fleetwood, Section Five (5), then the owners of a majority of the lots in Fleetwood, Section Five (5) (one vote being allocated for each building site) organize their own association to administer such Maintenance Fund, the association to be either an unincorporated voluntary association or a non-profit corporation, and thereafter such association shall be entitled to and shall have all the rights, titles and powers of the Association, and shall, in all respects, be and constitute the Association contemplated hereby. In any event no entity performing the duties, responsibilities and obligations of administering the Maintenance Fund shall be authorized to levy any membership fee, charge, or assessment except as herein expressly authorized.

20. RIGHTS OF MORTGAGEES

(1) Any violation of any of the easements, agreements, restrictions, reservations, or covenants contained herein shall not have the effect of impairing or affecting the rights of any mortgagee, guarantor or trustee under any mortgage or deed of trust outstanding against the lot, at the time that the easements, agreements, restrictions, reservations or covenants are violated.

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(2) The liens against any lot securing assessments for maintenance charges as herein provided shall be subordinate to the lien of any first mortgage thereon. Sale or transfer of any lot which is subject to any mortgage, pursuant to any sale or decree of foreclosure under such mortgage, or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessment as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due according to the terms herein provided.

21. ENFORCEMENT

The covenants, reservations, easements and restrictions set out herein are for the benefit of the undersigned, its successors and assigns, and equally for the benefit of any subsequent owner of a lot or lots in Fleetwood, Section Five (5), and his heirs, executors, administrators and assigns. Accordingly, all of the covenants, reservations, easements and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity, by any one or more of said parties, and also enforceable by the Association.

22. SEVERABILITY

The invalidity, abandonment or waiver of any one of these covenants, reservations, easements and restrictions shall in no wise affect or impair the other covenants, reservations, easements and restrictions which shall remain in full force and effect.

23. AMENDMENT TO THE ABOVE RESTRICTIONS

The covenants and restrictions of this declaration shall run with and bind the land for a term of forth (40) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety per cent (90%) of the lot owners and thereafter by an instrument signed by not less than seventy-five

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HARRIS COUNTY, TEXAS

By Shirley A. Nugent
Deputy
SHIRLEY A. NUGENT

per cent (75%) of the lot owners. Any amendment must be recorded.

EXECUTED THIS THE 10 DAY OF October, 1977.

VPJ ASSOCIATES 500
 BY Vernon G. Burke
 VERNON G. BURKE
 BY James M. Hill, Jr.
 JAMES M. HILL, JR.
 BY J. R. Brodnax, Jr.
 J. R. BRODNAX, JR.
 BY Perrin W. White
 PERRIN W. WHITE

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared VERNON G. BURKE, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and in the capacity therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13th day of October, A.D., 1977.

Brenda Ellis
Notary Public in and for
Harris County, Texas

STATE OF TEXAS §
COUNTY OF HARRIS §

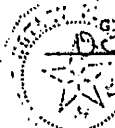
BEFORE ME, the undersigned authority, on this day personally appeared JAMES M. HILL, JR., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of October, A.D., 1977.

Suzanne B. Home
Notary Public in and for
Harris County, Texas

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared J. R. BRODNAX, JR., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and in the capacity therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of October, A.D., 1977.

Suzanne B. Home
Notary Public in and for
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AMITA BODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By [Signature]
Deputy
SUSANLEY A. NUGENT



STATE OF TEXAS 5
COUNTY OF HARRIS 5

BEFORE ME, the undersigned authority, on this day personally appeared PERRIN W. WHITE, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13th day of October, A.O., 1977.

Brenda S. [Signature]
Notary Public in and for
Harris County, Texas



NOTARY PUBLIC
HARRIS COUNTY, TEXAS

EXPIRES

1977

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HARRIS COUNTY, TEXAS

By [Signature]
Deputy

CHARLEY A. RUGENT

173-08-2203

FILED FOR RECORD
9:00 A. M.

OCT 20 1977

R. Steenante
County Clerk, Harris County, Texas

STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in
the number designated on the face and of the same amount
between by me and was duly RECORDED in the Official
Public Records of Real Property of Harris County, Texas on

OCT 20 1977



R. Steenante
COUNTY CLERK,
HARRIS COUNTY, TEXAS

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COUNTY CLERK
HARRIS COUNTY, TEXAS

By *[Signature]*
Deputy
SHIRLEY A. NOGENT

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